



\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 31<sup>st</sup> MAY, 2022

IN THE MATTER OF:

+ **W.P.(C) 12425/2021**

ASHUTOSH KUMAR

..... Petitioner

Through: Mr. Rahul Sinha, Ms. Shivee Pandey,  
Advocates

versus

DELHI DEVELOPMENT AUTHORITY

..... Respondent

Through: Ms. Mrinalini S. Gupta, Standing  
Counsel for the DDA with Ms.  
Divyanshi Bansal, Ms. Madhavi  
Aggarwal, Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**SUBRAMONIUM PRASAD, J. (ORAL)**

1. The instant writ petition under Article 226 of the Constitution of India has been filed by the Petitioner with the following prayers:

*“a) Issue a writ of mandamus or any other similar writ, order or direction of like nature under Article 226 of the Constitution of India, whereby directing the Respondent to issue Allotment Letter qua the allotment of Plot bearing No.S. C-5, New Kondli in favour of the Petitioner;*

*b) Issue a writ of mandamus or any other similar writ, order or direction of like nature under Article 226 of the Constitution of India, whereby directing the Respondent to issue No Objection Certificate/Letter of*



*c) Grant such other and further relief(s) to the Petitioner as may be found just and proper under the circumstances of the case”*

2. The facts, in brief, leading to the instant petition are as under:-

- i. It is stated that the Petitioner/bidder participated in an e-auction conducted by the Respondent/DDA on 28.06.2019 in respect of Plots of land in Kondli, Mayur Vihar, Delhi, under the Resettlement Scheme of DDA for a total sale consideration of Rs.29,57,640/-. It is stated that the Petitioner paid 5% of the total premium amount, i.e. Rs.73,691/-, as Earnest Money Deposit (*hereinafter referred to as 'EMD'*).
- ii. The bid of the Petitioner was accepted on 26.09.2019 and the Petitioner was allotted a plot bearing No. S, C-5, Block, New Kondli (*hereinafter referred to as 'the property in question'*). In accordance with the terms of the e-auction notice, the Petitioner/bidder paid the remaining 20% of the premium amount, i.e. Rs.7,40,000/- to the Respondent/DDA.
- iii. It is stated that on 04.12.2019, a Demand notice bearing No. FS (114)/201g/LSB(R)2201, was issued to the Petitioner/bidder by the Respondent/DDA wherein the Petitioner/bidder was asked to deposit the balance 75% of the premium amount, i.e. Rs.22,18,330/-, within 90 days from the receipt of the said Demand notice, i.e. on or before 11.03.2020.
- iv. It is stated that on 09.12.2019, the Petitioner visited the office of the Respondent seeking issuance of a formal allotment letter in respect of the property in question so that he could apply for



a home loan.

- v. It is stated that the Petitioner applied for a home loan, however, his application for loan was not considered because of the absence of an allotment letter. It is stated that on 27.12.2019 the Petitioner once again visited the office of the DDA seeking issuance of allotment letter.
- vi. It is stated that on 05.03.2020, the Petitioner/bidder gave a representation to the Respondent/DDA seeking extension of time for depositing the balance 75% of the premium amount.
- vii. It is stated that on 02.12.2020, DDA issued a circular stating that in all cases where demand letters were issued on or after 01.12.2019, as a one-time relief, extension of time for payment of balance 75% of the premium amount had been granted to all the bidders till 31.12.2020 with applicable interests.
- viii. Material on record indicates that the Petitioner gave a representation dated 30.12.2020 to the DDA requesting them to issue a letter permitting the Petitioner to mortgage the property in question so that the Petitioner could raise a loan from ICICI Bank.
- ix. It is stated that on 31.12.2020, loan to the tune of Rs.20,00,000/- was sanctioned to the Petitioner by ICICI Bank and the Petitioner once again went to the office of DDA requesting for an allotment letter.
- x. It is stated that on 01.01.2021, the Petitioner submitted a copy of the sanction letter to the DDA. On 05.01.2021, the Petitioner wrote a letter to the DDA requesting for mortgage letter.



- xi. Material on record indicates that the Petitioner wrote a letter dated 25.01.2021 to Deputy Director, DDA, LSB (R) stating as under:

*“It is requested that I have the draft of Rs. 8,20,000/- dated 31.12.2020 with me and I have already submitted the Sanction Letter of ICICI Home Finance dated 31.12.2020 to DDA. I have already informed you by letter on 30.12.2020 that ICICI Home Finance had passed my loan whose letter has been deposited with you. I have given several letters to your department regarding this, but we have not received any reply.*

*Due to the Lockdown, we had deposited the processing fee of the bank many months ago but after 4-5 months the bank has passed my loan. I have deposited the processing fees in many branches including Axis Bank, Muthoot Home Finance Noida, out of which Muthoot Home Finance closed its branch for 6 months.*

*Therefore, it is requested that office of Vikas Sadan is closed for public dealing due to Corona pandemic. When I reached Vikas Sadan with the Bank Sanction Letter on 31.12.2020, the guard did not allow me to go inside but if the Bank sanction letter had processed on the same day, then my branch would have issued my check till late evening in favour of DDA.*

*Hence, it is requested to consider our application sympathetically in this critical situation, the bank should act on the sanction letter as soon as possible. It will be so kind of you”*

- xii. It is stated that on 25.03.2021, the Petitioner deposited a sum of Rs.8,20,000/- vide challan No.94492, towards part payment of the balance 75 % of the premium amount, however, he could



not deposit the whole amount.

- xiii. It is stated that DDA cancelled the allotment of the property in question and aggrieved by this, the Petitioner has approached this Court by filing the instant writ petition.

3. Mr. Rahul Sinha, learned Counsel appearing for the Petitioner/bidder, submits that the after having acceded to the permission of the Petitioner to get a loan from a Bank, the action of DDA, cancelling the allotment letter, is not justified. He submits that the Petitioner had made arrangements and a loan to the tune of Rs.20,20,000/- was sanctioned to the Petitioner by the ICICI Bank on 31.12.2020 and, therefore, the DDA could not have cancelled the allotment letter. Learned counsel for the Petitioner further submits that the Petitioner had also written a letter dated 25.01.2021 to the Deputy Director, DDA, LSB (R), stating that ICICI Bank has sanctioned a loan to the Petitioner and that due to lockdown, the Petitioner was not in a position to pay the processing fee to the Bank and, therefore, 4-5 month's time was taken by the Bank to process the loan of the Petitioner. He states that for this reason, the Petitioner sought time to pay the balance 75% premium amount. He further states that the inaction on the part of DDA in issuing the letter, permitting the Petitioner to mortgage the plot, should not be used against the Petitioner and the allotment ought not to have been cancelled.

4. *Per contra*, Ms. Mrinalini S. Gupta, learned Standing Counsel appearing for DDA, submits that the Petitioner was obliged to make payment of the balance 75% of the premium amount within 90 days as per the demand notice. She states that even Clause 2.5 of the e-auction document stipulates that the maximum period for keeping the offer of acceptance open is 180 days and that the Demand letter would be valid for



180 days from the date of its issuance, and it would cease to be effective thereafter. She further states that circular dated 02.12.2020 does not apply to the present case as according to that circular, the payment ought to have been made on or before 31.12.2020. Since the Petitioner did not make the payment within the stipulated time, his allotment had been cancelled.

5. Heard, Mr. Rahul Sinha, learned Counsel for the Petitioner, Ms. Mrinalini S. Gupta, learned Standing Counsel appearing for DDA, and perused the material on record.

6. A perusal of the material on record indicates that on 28.06.2019, the Petitioner had submitted his bid in respect of the property in question for Rs.29,57,640/- and paid 5% of the total amount of the property in question, i.e. Rs.73,691/-, as EMD. On 26.09.2019, the bid of the Petitioner/bidder was accepted and the Petitioner was allotted the property in question. In terms of the e-auction document, the Petitioner paid remaining 20% of the EMD amount, i.e. Rs. 7,40,000/-, to the Respondent/DDA. On 04.12.2019, a Demand notice was issued to the Petitioner by the Respondent/DDA wherein the Petitioner was asked to deposit the balance 75% of the premium amount, i.e. Rs. 22,18,330/-, within 90 days from the receipt of the said demand notice. The Petitioner, therefore, sought time to make the payment of the balance amount.

7. The material on record demonstrates that the Petitioner is trying to take advantage of circular dated 02.12.2020, issued by the DDA wherein extension of time had been granted till 31.12.2020. The same reads as under:

*“A) In all cases of disposal of properties through E-Auction (Land Disposal), where demand letter was issued for 75% of bid amount on or after 01.10.2019, as a one-time relief measure, EOT will be deemed to be*



*granted, without any written request of bidder, till 31.12.2020 for payment of 75% of bid amount (With applicable interest).*

*B) In all cases of disposal of properties through E-Auction (Land Disposal), where demand letter was issued for 75% of bid amount before 01.10.2019 and full payment have been made with respect to premium of the property/plot by 01.11.2020, as a one-time relief measure, the delay period, if any, will be treated as automatically regularized post facto (With applicable interest)."*

8. It is settled law that bidders participating in the tender process have no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from agenda [Refer: Meerut Development Authority and Ors. v. Association of Management Studies and Ors., **AIR 2009 SC 2894**]. It is equally well settled that the Petitioner/bidder having participated in the bid process, accepting its terms and conditions, now cannot challenge the same [Refer: Judgement of this Court dated 05.10.2016 in **W.P.(C) 1501/2015** titled as Monnet Ispat and Energy Ltd. v. Union of India and Anr.].

9. Material on record further shows that on 30.12.2020, the Petitioner/bidder wrote a letter to the Respondent/DDA seeking seven days' time to get the loan from ICICI Bank. Material on record further discloses that it was only on 01.01.2021 that the Petitioner submitted the sanction letter to the DDA which is beyond the last date, i.e. 31.12.2020, as per the circular dated 02.12.2020.

10. After the expiry of the last date of making payment of the balance



75% of the premium amount, no remedy survives for the Petitioner and, therefore, the Petitioner cannot place reliance on the circular dated 02.12.2020 to attain, as a matter of right, an extension of time to make the balance payment.

11. The Petitioner also cannot rely on the letter dated 25.01.2021, which was written to the Deputy Director, LSB (R), seeking permission for issuance of mortgage letter, as it was written by the Petitioner beyond the last date of payment of the balance premium amount.

12. In view of the above, this Court is not inclined to pursue the instant writ petition to grant the relief as prayed for herein.

13. Accordingly, the instant writ petition is dismissed, along with the pending application(s), if any.

14. However, it is always open to the Petitioner to file an application with the DDA for refund of Rs.8,20,000/- that he had deposited on 25.03.2021 towards the part payment of the balance 75% premium amount.

**SUBRAMONIUM PRASAD, J**

**MAY 31, 2022**

*Rahul*